

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:

TERI G. GALARDI,

Debtor.

CHAPTER 11

CASE NO. 22-50035-JPS

**JOINT APPLICATION OF THE DEBTOR AND COMMITTEE OF
UNSECURED CREDITORS FOR AN ORDER AUTHORIZING
THE EMPLOYMENT OF REAL ESTATE BROKER**

COMES NOW Teri G. Galardi (hereinafter “Debtor”) and The Official Committee of Unsecured Creditors (the “Committee” and collectively with Debtor, the “Applicant”) and respectfully applies for approval to employ a real estate broker pursuant to 11 U.S.C. § 327 and Bankruptcy Rules 2014 and 5002. In support thereof Applicant shows that:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. The statutory predicates for the relief sought herein are §§ 105(a), 328, and 1103(a) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

1. On January 12, 2022 (the “Petition Date”), the Debtor filed a voluntary petition under Chapter 11, Subchapter V of the United States Bankruptcy Code. The Debtor is managing its affairs as a Debtor-in-Possession under §§ 1107(a) and 1108 of the Bankruptcy Code.

2. On February 17, 2023, Debtor and Committee filed a Joint Plan of Reorganization (Doc. No. 299) (the “Joint Plan”). Pursuant to the Joint Plan, Debtor will create and fund the

Galardi Creditors' Trust with (i) cash and (ii) certain properties, either by warranty deed of the property or, if the property is sold, the net proceeds of such properties.

3. One of those properties to be contributed to the Galardi Creditors' Trust is 4766 Frontage Road, Forest Park, Georgia ("4766 Frontage Road").

4. Such property was previously held by JGP&P, LLC. However, the membership of such entity was sold pursuant to a consent order submitted by Debtor and Committee and entered by the Court on December 1, 2022. (Doc. No. 261). As part of such order, Debtor was required to deed 4766 Frontage Road to herself, which was done prior to the closing of the JGP&P membership interest. Thus, Debtor is the current owner of the property.

5. Applicant desires to engage Paul Hanna of Jones Lang LaSalle as real estate broker in this case to sell 4766 Frontage Road as provided for under the Joint Plan.

6. A copy of the Listing Agreement is attached hereto as **Exhibit A**.

7. Applicant wishes to employ Broker as Applicant's real estate broker. Applicant shows that Broker is well qualified to perform the work required in this case and is experienced in the matters for which broker services are required.

8. The professional services in which Broker is to render include:

- a) To make an inspection of the Property;
- b) To market the Property for sale; and
- c) Such other work as may be indicated by the Applicant's analysis of the Property, the Debtor and the Estate.

9. To the best of the Applicant's knowledge and belief, Broker has no equity interest in and no connection with the Debtor, its creditors, or any other party in interest, or its attorneys and accountants. The Affidavit of Paul Hanna is attached hereto and incorporated

herein by reference.

10. Applicant shows that Broker has agreed to perform the services set forth herein for a commission of 7%. All fees are subject to further application and order of the Court unless the Joint Plan is confirmed, after the Effective Date of which the Liquidating Trustee would be authorized to pay brokers without further Court order.

WHEREFORE, the Debtor and Committee jointly prays for authority to retain and employ Paul Hanna and JLL as real estate broker as set forth herein and for such other and further relief as may be just and proper.

McBRYAN, LLC

/s/Louis G. McBryan

Louis G. McBryan, Georgia Bar No. 480993
6849 Peachtree Dunwoody Rd
Building B-3, Suite 100
Atlanta, GA 30328
Telephone (678) 733-9322
Fax (678)498-2709
lmcbryan@mcbryanlaw.com

Attorney for Debtor

JONES & WALDEN LLC

/s/ Thomas T. McClendon*

Thomas T. McClendon
Georgia Bar No. 431452
699 Piedmont Avenue, NE
Atlanta, Georgia 30308
(404) 564-9300 Telephone
tmclendon@joneswalden.com

Attorney for the Committee

*signed with express permission given on
03/23/2023

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:

TERI G. GALARDI,

Debtor.

CHAPTER 11

CASE NO. 22-50035-JPS

**DECLARATION IN SUPPORT OF DEBTOR'S APPLICATION
FOR APPROVAL OF EMPLOYMENT OF REAL ESTATE BROKER**

Personally appeared before the undersigned officer duly authorized by law to administer oaths, Paul Hanna, a licensed real estate agent, working as an agent for Jones Lang Lasalle Brokerage, Inc. ("Broker") who after being duly sworn, on oath deposes and says:

1) I am a licensed real estate agent.

2) To the best of my knowledge:

(a) I am and every person at Broker is a "disinterested person" as defined by Section 101(14) of the Bankruptcy Code, regarding the aforementioned Debtor:

(b) I do not:

i. Hold or represent an interest adverse to this Estate.

ii. Have, nor have I had, any business, professional or other connections up to the date of this Affidavit with the aforementioned Debtor, creditors, or any other party in interest of which I am aware, and their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, other than possible professional or social relationships and other

than possible appraisal or auctioneering services for a) any creditor financial institution, b) a client of any of the respective counsel or accountants for the Debtor, creditors, or parties in interest, or c) any such counsel or accountant who may also have served as a bankruptcy trustee for a different bankruptcy estate, or respective counsel or accountant to such estate; or

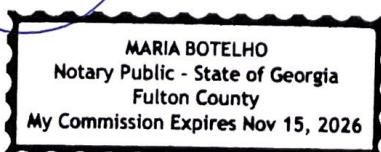
iii. Have any relation to any Judge of this Court, or so connected now or in the past with any Judge of this Court as to render such appointment improper.

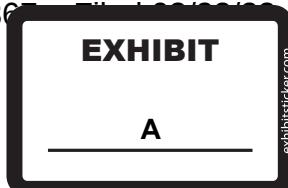
FURTHER AFFIANT SAYETH NAUGHT.

By: Paul S Hanna
Paul Hanna

Sworn to and Subscribed
Before me this 17 day of February, 2023.

Maria Botelho
Notary Public
My Commission Expires: NOV. 15, 2026.





Jones Lang LaSalle Brokerage., Inc.
Atlanta Office
3344 Peachtree Road NE Suite 1100 Atlanta Georgia 30326
tel +1 404 461-9992 fax +1 770-559-2021

EXCLUSIVE AUTHORIZATION TO MARKET FOR SALE: 4676 Frontage Road, Forest Park GA 30297 Fulton County, GA

Teri G. Galardi ("Owner"), as undersigned, hereby grants to JONES LANG LASALLE BROKERAGE, INC. ("Broker"), the exclusive right to market for sale the properties described in Exhibit A ("Property" or "Properties") for a period commencing on the date indicated below as the later of the signatory dates, and ending at midnight EDT on the same date of the twelfth month following thereafter (the "Listing Period") unless this Authorization is extended in writing and signed by both Owner and Broker. The price of the offering shall be "at market price" and terms shall be all cash at closing. The Properties may be marketed as a whole and separately.

In consideration of this Authorization and Broker's agreement to pursue the procurement of a purchaser for the Property, Owner agrees to pay Broker a commission of seven percent (7.00%) of the gross sales price and any additional financial or equity valuation received as part of a transaction brokered by Broker. Broker will be responsible for paying a cooperating Broker, if any. For the purposes of this Agreement, "Cooperating Broker" shall mean any broker other than Paul B. Hanna of Jones Lang LaSalle Brokerage, Inc.

Owner shall pay said commission to Broker if during the Listing Period: (a) the Property or any interest therein is sold, transferred or conveyed by or through Broker, Owner or any other person or entity; or (b) a buyer is procured by or through Broker, Owner or any other person or entity who is ready, willing and able to purchase the Property or any interest therein on the terms above stated or other terms acceptable to the Owner of the Property; or (c) any contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, is made directly or indirectly by the Owner of the Property. Owner shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period, the Owner of the Property or any affiliate thereof enters into a contract for the sale, transfer or conveyance of the Property or any interest therein, including without limitation the granting of an option or right of first refusal, to any person or entity ("Interested Party") which, during the term of the Listing Period or any extension thereof, was introduced to the Property purchase opportunity by Broker and Broker can document such introduction and such Interested Party expressed an interest. If the Property is under contract at the end of the initial Listing Period, the Listing Period shall extend until the contract(s) have closed or expired. Broker shall provide a list of such Interested Parties.

Commissions for the sale shall be paid through escrow upon the closing of sales or exchange transactions; absent an escrow, commissions shall be paid upon recordation of a deed or upon delivery of such deed or other instrument of conveyance if recordation is deferred more than one month thereafter. Commission for additional financial or equity valuation received, shall be due and payable by Owner to Broker upon receipt of same by Owner.

Broker is authorized to advertise the Property at his discretion by all such means and methods as Broker deems appropriate and disseminate this listing information to other brokers.

Page 2

Owner agrees to cooperate with Broker in effecting a sale of the Property and immediately to refer to Broker all inquiries of any person or entity interested in purchasing the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow title and revenue charges and to execute such documents as may be necessary to effect a sale of the Property.

It is understood that it is illegal for either Owner or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that (1) Owner is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner, and (2) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option, right of first refusal or other agreement.

Section 1445 of the Internal Revenue Code provides generally that a buyer of a U.S. real property interest must withhold and pay over to the IRS 10% of the gross sales price if the Seller is a foreign person or entity. If Owner is a foreign person or entity, Owner agrees to immediately notify Broker in writing. Owner also agrees that Owner must consult its tax advisor regarding any and all tax consequences of the transaction(s) contemplated by this Authorization.

Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, demands, liabilities and damages arising from any materially false or misleading information supplied by Owner or any material information which Owner fails to supply.

In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided herein, Owner and Broker hereby agree that such claim or controversy shall be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are incorporated herein by reference, provided, however, that all persons nominated to act as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the State of Georgia.

Brokers and Cooperating Brokers may enter upon the Property at any reasonable time for the purpose of showing the same to prospective purchasers. Broker shall not be responsible or liable in any way for vandalism, theft or damage of any kind whatsoever sustained against the Property during the term of this Authorization, whether caused by prospective purchasers admitted to the Property by Broker, or otherwise, unless caused by Broker's gross negligence or willful misconduct.

The laws of the State of Georgia shall be used to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract.

The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

NO AMENDMENTS TO OR MODIFICATIONS OF THIS AUTHORIZATION NOR THE TERMINATION OF THIS AUTHORIZATION SHALL BE VALID OR BINDING UNLESS MADE IN WRITING AND SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER. OWNER HEREBY ACKNOWLEDGES THAT SALESPERSONS AFFILIATED WITH BROKER ARE NOT AUTHORIZED TO MAKE OR APPROVE ANY ADDITIONS TO, DELETIONS FROM OR ALTERATIONS OF THE PRINTED PROVISIONS OF THIS AUTHORIZATION OR TO TERMINATE THIS AUTHORIZATION, AND THAT NO SUCH ADDITION, DELETION, ALTERATION OR

Page 3

TERMINATION SHALL BE VALID OR BINDING ON BROKER UNLESS IN WRITING AND SIGNED BY AN OFFICER OR BROKER. ANY PURPORTED AMENDMENT, MODIFICATION OR TERMINATION OF THIS AUTHORIZATION WHICH IS ORAL, OR WHICH IS IN WRITING BUT NOT SIGNED BY BOTH OWNER AND AN OFFICER OF BROKER, SHALL BE VOID AND OF NO EFFECT WHATSOEVER.

Owner hereby acknowledges that Broker is neither qualified nor authorized to give legal, tax, or environmental advice; if Owner desires such advice, he shall consult with an attorney, accountant, or environmental engineer.

Owner may cancel this Agreement at any time with 30 day's written advanced notice to Broker, however if a property us in negotiation or under contract and the sale closes within 180 days of the termination, Broker shall be paid on that Property as if the Agreement were still in place.

Owner is under no obligation to accept any offer and it is understood that all offers are subject to bank approval.

OWNER:

Teri G. Galardi

X Teri G. Galardi

By: Teri G. Galardi

Title: Owner

Date: 3-8-23

Address:

2146 Highway 42 South
Flowilla GA 30216

Telephone:

Email:

BROKER: Jones Lang LaSalle Brokerage, Inc.

X _____

By: Paul Hanna _____

Its: Executive Vice President

Date: _____

Address: 3344 Peachtree Road, NE, Ste 1100
Atlanta, Georgia 30326

Telephone: 404-461-9992

Email: paul.hanna@jll.com

EXHIBIT A

Fulton County Parcel ID:

13-044C- A-002 aka: 4766 Frontage Road, Forest Park, GA 30297

Full legal description is on file at the Fulton County Courthouse

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

IN RE:

**TERI G. GALARDI,
Debtor.**

CHAPTER 11

CASE NO. 22-50035-JPS

CERTIFICATE OF SERVICE

This is to certify that I have on this day electronically filed the foregoing **JOINT APPLICATION OF THE DEBTOR AND COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER AUTHORIZING THE EMPLOYMENT OF REAL ESTATE BROKER** using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of and an accompanying link to the Application to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing Program:

**Evan Owens Durkovic
Robert G. Fenimore
Elizabeth A. Hardy**

Leon Strickland Jones

**Roy E. Manoll, III
Robert M. Matson
Thomas McClendon
U.S. Trustee – MAC
Ward Stone, Jr.**

**James D. Silver
Ainsworth G. Dudley
Mutepe Akemon
William Bussell Geer**

**Garrett A. Nail
Christopher W. Terry
Whitney Groff
Jonathan D. Loegel
Christina T. Lanier**

ecfgamb@aldridgepite.com, edurkovic@ecf.courtdrive.com
robert.g.fenimore@usdoj.gov, Ustp.region21.mc.ecf@usdoj.gov
elizabeth.a.hardy@usdoj.gov, Ustp.region21.mc.ecf@usdoj.gov,
elizabeth.hardy.collins@usdoj.gov
ljones@joneswalden.com, arich@joneswalden.com,
lpitts@joneswalden.com, ewooden@joneswalden.com,
cparker@joneswalden.com, jwdistribution@joneswalden.com
kdd@fbglaw.com
GA69@ecfcbis.com, rmtreeteenotices@akin-webster.com
tmcclendon@joneswalden.com
Ustp.region21.mc.ecf@usdoj.gov
wstone@stoneandbaxter.com, mbelflower@stoneandbaxter.com,
lford-faherty@stoneandbaxter.com,
mcathey@stoneandbaxter.com,
dbury@stoneandbaxter.com
jsilver@kklaw.com
adudleylaw@gmail.com
mutepe.akemon@richardslegal.com
wgeer@geerlawgroup.com, notices@nextchapterbk.com;
willgeer@ecf.courtdrive.com
gnail@pgnlaw.com
chris@boyerterry.com, terrycr40028@notify.bestcase.com
wgroff@law.ga.gov
jloegel@law.ga.gov
christina.t.lanier@usdoj.gov

Creditors Committee:

Shadana Deleston c/o Mutepe Akemon, Esq., as Proxy Holder
mutepe.akemon@richardslegal.com

Abrey Leahong c/o Mutepe Akemon, Esq., as Proxy Holder
mutepe.akemon@richardslegal.com

Addie Brooks c/o Ainsworth Dudley, Esq., as Proxy Holder
adudleylaw@gmail.com

This 23rd day of March 2023.

Respectfully submitted,

McBRYAN, LLC

/s/Louis G. McBryan
Louis G. McBryan, Georgia Bar No. 480993
6849 Peachtree Dunwoody Rd
Building B-3, Suite 100
Atlanta, GA 30328
Telephone (678) 733-9322
Fax (678)498-2709
lmcbryan@mcbryanlaw.com
Attorney for Debtor